



SCARAB GENOMICS

CLEAN GENOME® *E. COLI*/LIMITED LICENSE

We are pleased to send you the strains that you requested pursuant to the terms of this Limited License. You may not make any changes to the chromosome of the Clean Genome® *E. coli* sent to you. You may, however, introduce plasmids. Please identify in the box below the Clean Genome strains you purchased AND how you will use them in your research:

Clean Genome® *E. coli* strains (the "Material") are covered by U.S. Patent Nos. 6,989,265, 8,039,243, 9,340,791, 9,902,965 and corresponding continuations, divisionals, and foreign patents. Use of the Material requires a Limited License for research purposes only. Signing this document indicates that you (hereinafter the "Licensee") accept the terms and conditions of this Limited License including, but not limited to, the following:

1. No modifications may be made to the chromosome of the Material. Licensee may, however, introduce plasmids to the Material.
2. Only the purchased amount of the Material may be used, provided that reasonable amounts of Material may be archived as necessary to corroborate research results obtained from using the Material.
3. The Material or anything derived or produced from the Material may not be distributed or transferred, directly or indirectly, to any third party for any purpose or use. The Material may not be resold, modified for resale, or used to manufacture commercial products or provide commercial services.
4. Scarab makes no representation or warranty as to whether the Material or its use infringes any patent or other intellectual property rights of any third party.
5. No other license, express, implied or by estoppel, is granted. For information regarding commercial licensing or inquiries regarding modifications to the Material, please contact Scarab's Licensing Department (info@scarabgenomics.com).
6. Licensee represents and warrants as follows: (i) Licensee has the authority and the legal right to enter into this Agreement and perform its obligations hereunder; (ii) Licensee has taken all necessary corporate action on its part required to authorize the execution and delivery of the Agreement and the performance of its obligations hereunder; (iii) the Agreement constitutes a legal, valid and binding obligation of the Licensee and is enforceable against it in accordance with its terms; and (iv) Licensee is properly authorized to execute this Agreement on behalf of their organization.

Name (Please Print)

Phone Number

Signature

Date

Email Address

On behalf of (Organization)

Address